

Film and Commercial Photography Request

Please submit full script/storyboard and insurance certificate with this form.

COMPANY INFORMATION

Company Name: _____
Contact Name: _____ Contact Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Alternate Phone: _____
Fax: _____ Email: _____
Website: _____

PROJECT DESCRIPTION

Commercial Photography Feature Film TV Documentary Commercial
 Public Service Announcement Other - Describe: _____
Description of scene using DRPA/PATCO: _____

SITE INFORMATION

Location(s): Ben Franklin Bridge Ben Franklin Bridge Walkway Walt Whitman Bridge
 Commodore Barry Bridge Betsy Ross Bridge RiverLink Ferry
 PATCO Train PATCO Station(s): _____
 Other DRPA/PATCO property: _____

Will the vehicle need to be moving? Yes No

Date(s) and time(s): _____

Describe the activity that will take place at each location:

Signature _____

Date _____

**Submit completed form
and attachments to:**

Delaware River Port Authority
Corporate Communications
2 Riverside Drive
Camden, NJ 08101
Attn: Mike Williams

Photography, Filming & Video Policy

Overview

The Delaware River Port Authority ("DRPA") and the Port Authority Transit Corporation ("PATCO"), a wholly owned subsidiary of the DRPA (collectively, the "Authority"), are dedicated to assuring the safety and security of the members of the public who use the Authority's facilities, Authority employees, and the Authority's facilities.

Due to the public's interest in taking photos, the Authority will work to accommodate the legitimate needs of those who wish to take photographs or film in, on or around Authority property. This policy describes the non-commercial/personal use and commercial use requirements for photographing and filming Authority facilities, including but not limited to, bridges, trains, stations, ferry, administrative offices and employees.

Non-Commercial/Personal

Photographers and artists are welcome on the DRPA/PATCO facilities and are expected to be courteous and to use good judgment while photographing or sketching. Recent security concerns regarding all public transportation facilities required a tightening of security procedures in and around the DRPA/PATCO system. The reality of the times has not resulted in a prohibition of photography and members of the public still have the right to take pictures. However, DRPA/PATCO police and other law enforcement officers working under the guideline recommendations of the Federal and State Office of Homeland Security may question persons photographing and sketching transit systems as to their intent (commercial, artistic, hobby, etc.).

While not required, members of the public who wish to take photographs are strongly encouraged to contact DRPA's Police Central Dispatch (856-968-3301) or alert a police officer that they will be taking pictures while on DRPA/PATCO property.

Any person observed taking pictures of an Authority safety-sensitive area, as designated by the Authority, or an area not accessible to the general public, will be directed to stop taking pictures and will be subject to additional law enforcement action as appropriate.

Commercial

Any person wishing to take pictures for any type of commercial purpose or use, (e.g., movies, commercials, trade publications, etc.) must first obtain a permit from the DRPA Corporate Communications Department (see Commercial Photography, under procedure).

Procedure

Non-Commercial/Personal Use Photography

No permit is required for non-commercial/personal use pictures taken in public areas. In general, for a paying passenger, traveling on PATCO from Station to Station, there is no specific prohibition against taking photographs in areas that are accessible to the public. Members of the public are similarly free to take photos from the walkway of the Ben Franklin Bridge and other Authority facilities that are open to the public. Any person taking pictures on, in, or of DRPA/PATCO property, including but not limited to, vehicles, bridges, facilities or employees must do so in the clearly defined public areas and done in a manner that would not interfere with the safe movement of people or operation of vehicles. The DRPA Police Officer or other Authority Official may allow the person to take pictures at the specific location under the following conditions:

- Circumstances indicate that the photographer(s) does/do not pose a security or safety threat nor will cause disruption of the operations of the Authority; and
- The picture(s) is/are for personal or educational use only (e.g., tourist, railroad enthusiast, student, artist, etc.).

The exceptions the Authority makes to this policy are situations that compromise the safe and secure operation of its facilities, or the involvement in commercial activity. The Authority reserves the right to prevent a member of the public from taking photos and ask for identification.

Non-commercial photographers are prohibited from using tripods, monopods, wiring or any equipment that may have an impact on the safety of customers or employees. Non-commercial photographers are further prohibited from interfering with the free flow of commuters or disrupting pedestrian, train or vehicle traffic in any manner.

Commercial Photography

Use of DRPA/PATCO property for commercial photography, video or filming of feature films, television shows, commercials, short features, or any other filming requires a signed right of entry agreement and non-disclosure agreement between the photographer and the Authority. The Authority has no obligation to approve or enter into an agreement with the requesting entity. The Authority's decision to approve or reject film and commercial photography requests will be based on the impact to its core business mission of providing service to the traveling public. The Authority must receive a signed agreement plus payment 15 - 30 business days in advance, and if required, acceptable insurance certificates in order to approve a Commercial Photography request.

1. Film/Photography/Video Requests:

Any person wishing to take pictures for any type of commercial purpose or use must first obtain a permit by filling out an application and submitting it to the DRPA Corporate Communications Department, 9th floor, 2 Riverside Drive, Camden, New Jersey 08101. All requests must be made at least thirty (30) business days prior to the scheduled date of filming. Once issued, the permit will be valid for a specific location, date and time, which will be stated on the permit.

2. Filming Restrictions:

Filming is not permitted on in-service trains, and may not be permitted on train platforms during peak service hours (7 a.m.–9:30 a.m. and 4:00 p.m.–6:30 p.m.). All filming is at the discretion of the Authority, based on the safety, security and operational considerations of its facilities. If the film request is approved, the filmmaker will be required to attend a preproduction planning meeting with Authority staff. Depending on the location of the filming, production staff may be required to participate in a Safety Training Class and on-site production personnel will be required to have identification worn on the outside garment.

Filming may be suspended by the Authority in the event of an emergency, extreme or extraordinary condition (i.e. weather, power failures, etc.).

3. News Media Photographers:

News media photographers who prominently display a News Media Photographer identification card will be allowed to take pictures in the public areas on, in, or of Authority property, so long as they do not interfere with the free flow of pedestrian, train or vehicle traffic or disrupt service in any manner.

News media photographers are requested to make advance notification to the DRPA Corporate Communications Office at (856) 968-2221. The Corporate Communications Office will notify Center Tower at PATCO and the DRPA Police Dispatch.

News media photographers are not allowed inside any crime or incident scene without the permission of, and an escort provided by, the on-scene DRPA Police Officer, Incident Commander or his/her designee.

Contact: Mike Williams
Corporate Communications
(856) 968-2221
mdwilliams@drpa.org



4. Agreement Requirements:

Entities involved in commercial filming and photographing will be required to sign a Right of Entry Agreement ("Agreement") containing the following provisions:

a. Insurance

Commercial photographers (also referred to as "Grantee") must submit evidence of required insurance coverage as outlined below at least 72 hours prior to filming.

All insurance policies required shall be maintained in full force until all work under this Agreement is completed.

A Certificate of Insurance should accompany the Film and Commercial Photography Request Form for Authority approval and must be produced prior to approval of any film, photography, or video requests. Photographers may be required at a later date and upon specific request by the Authority, to furnish certified copies of any or all insurance policies related to protection for any filming operations.

The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania and The State of New Jersey and shall have a financial rating of A.M. Best Rating: A- (Excellent) or Higher and A.M. Best Financial Size Category Class VII or Higher

Neither approval by the Authority nor a failure to disapprove insurance certificates furnished by the Grantee shall release the Grantee of full responsibility for all liability as set forth in this Agreement's indemnification clause (see Section 4(d) below).

The minimum requirements of insurance to be carried by Grantee shall be as follows:

(A) Automobile Liability Insurance:

Coverage to include:

All Owned, Hired and Non-Owned Vehicles (Any Auto)

Per Accident Combined Single Limit \$1,000,000

Coverage for transportation of Hazardous Materials, if necessary.

(B) Commercial General Liability Insurance:

Bodily Injury, Property Damage and Personal Injury (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Broad Form Property Damage).

Occurrence Form with the following limits:

General Aggregate: \$2,000,000

Products/Completed Operations

Aggregate: \$1,000,000

Each Occurrence: \$1,000,000

Personal and Advertising Injury: \$1,000,000

(C) Workers' Compensation and Employer's Liability Insurance:

Coverage A, Workers' Compensation - Statutory benefits as required by the Workers' Compensation Laws of the Commonwealth of Pennsylvania and/or the State of New Jersey.

Coverage B, Employer's Liability_ Each Accident \$1,000,000

Disease-Each Employee \$1,000,000 Disease-Policy Limit \$1,000,000

(D) Commercial Umbrella Liability:

Occurrence Limit: \$5,000,000

Aggregate Limit (where applicable): \$5,000,000

Policy to apply follows form of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.

(E) Owned or Leased Equipment:

Grantee shall maintain insurance on their owned or leased equipment, tools, trailers, etc.

(F) Additional Insured Provision: The insurance policies identified in paragraph (A), (B) & (D) shall include an endorsement naming the Delaware River Port Authority ("DRPA") and the Port Authority Transit Corporation ("PATCO") as additional insureds (collectively, the "Additional Insureds") on all Liability policies including Excess or Commercial Umbrella Liability Policies.

(G) Waiver of Subrogation Endorsement: The insurance policies identified in paragraph (A) and (B); and (D), above shall include an endorsement waiving rights of subrogation in favor of the Additional Insureds described in (F) above.

(H) Primary Insurance: The insurance policies identified in paragraph (A) and (B); and (D) above shall include an endorsement stating that the coverage afforded the Additional Insureds described in (F) above will be primary to any other coverage available to them.

(I) Certificate of Insurance: All Certificates of Insurance shall indicate, in the Special Items Section, that all policies except the Workers' Compensation Policy, will contain 1) an Additional Insured Endorsement, 2) a Waiver of Subrogation Endorsement and 3) a Primary Insurance Endorsement as outlined above.

THE CERTIFICATE OF INSURANCE MUST BE PROVIDED AND APPROVED IN ACCORDANCE WITH THIS SECTION AND PRIOR TO THE START OF ANY FILMING.

The insurance requirements in this section are mandatory.

b. Security

Although filming or photographing of security sensitive DRPA property is prohibited unless authorized by DRPA, there may be instances where commercial filming or photographing could inadvertently capture images considered to be Confidential Information, including Sensitive Security Information (SSI— that is not public record and cannot be disclosed to those who have not executed Non-Disclosure Agreements with the DRPA. Information designated as Sensitive Security Information is also restricted to non-disclosure to persons without a "need to know", as defined under 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S government agencies, public disclosure is governed by 5 USC 552 and 49 CFR parts 15 and 1520. DRPA takes appropriate actions to ensure commissioners, members, officers, agents, employees, and/or servants comply with these requirements.

The filming company will be required to execute DRPA Non-Disclosure and Confidentiality Agreements, and require that they comply with the DRPA's Confidential and Privileged Security Information Rules and Regulations. The DRPA Security Handbook is incorporated and is made a part of the Agreement. Also, background screening of commercial firms may be considered.

c. Schedule

A detailed schedule must be submitted in advance of filming and the agreement will be effective only for the time period agreed upon.

d. Costs

A minimum fee will be charged to cover the cost of Authority personnel involved in the use of the property or in making arrangements. The Authority reserves the right to require payment in advance. Additional charges may apply depending on the specifics of the filming, including, but not limited to, a damage deposit. If required, the damage deposit will be refunded at the completion of a property inspection. The photographer is responsible for all actual costs associated with repairs for damage caused during filming.

e. Indemnification

Grantee agrees to defend, indemnify and protect and hold harmless the Authority, its officers, commissioners, directors, members, agents, servants and employees from and against any and all suits, claims, liabilities, losses, judgments, demands and damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from the Authority, its officers, commissioners, directors, members, agents, servants and employees, regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims") to the extent arising from the negligent performance of the services provided under this Agreement. This includes but is not limited to Claims caused in part by the Authority, its officers, commissioners, directors, members, agents, servants and employees, or which are based on strict liability. However, Grantee shall not be required to defend or indemnify the Authority, its officers, commissioners, directors, members, agents, servants and employees for that portion of any claim, suit, action, damage or cost which is caused by the negligent act or omission of the Authority, its officers, commissioners, directors, members, agents, servants and employees.

The defense and indemnification obligations shall arise the moment a Claim is brought against the Authority, its officers, commissioners, directors, members, agents, servants and employees or the moment the Authority receives written notice of the Claim, upon timely written notice and receipt by Grantee. The obligations of the Grantee shall survive the termination of this Agreement or the completion by Grantee of its obligations under this Agreement.

f. Safety requirements

The photographer will comply with all of the Authority's safety requirements associated with the use of the property. The photographer will not be permitted to use firearms, animals, explosives and special effects on the property. If safety briefings or training are required based on the location of the filming, additional costs will be assessed for safety briefings or training.

g. Protection of Property

The photographer will not be permitted to make any alterations to the property and must clean the property and return it in good condition at the end of the term of the Agreement.